

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Salam International

**2. Registration Number**

7159

**3. Primary Address of Registrant**

Salam Tower, Corniche Road, Doha, QATAR

**4. Name of Foreign Principal**

Salam International

**5. Address of Foreign Principal**Salam Tower, Corniche Road  
Doha  
QATAR**6. Country/Region Represented**

QATAR

**7. Indicate whether the foreign principal is one of the following:**☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

This is the company that we are supporting in the US. They have multiple business units that range from construction, security and petroleum services.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Directed: There is an Al-Thani on their Board of Directors

Item 10(b) Financed: As a Board Member, the Al-Thani has a financial interest in this company

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Salam International is a publicly traded company

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/16/2022Charles Yessaian/s/Charles Yessaian

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

August 16, 2022 CHARLOS YESSAIV





U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Salam International

2. Registration Number  
7159

3. Name of Foreign Principal  
Salam International

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/15/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To support Salam International in identifying commercial and government contracting and partnering opportunities. If need be, engage with Departments/Agencies and Congress to support Salam's efforts either by helping with funding items, seeing around corners, ITAR/FMS support, etc...

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Same as above

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/16/2022

Charles Yessaian

/s/Charles Yessaian



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

August 16, 2022 CHARLOS YESSAIV



## **Appendix**

### **Response to Item 10**

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

Speak with Members of Congress and their staff, should there be a requirement.

Engage with Departments and Agencies to inform them of Salam's capabilities in pursuit of International RFPs. Should there be an opportunity, assist with ITAR/FMS issues relating to importation of technology or services for their end-customer, which is presumed to primarily be Qatar

**CONSULTING AGREEMENT**

**THIS AGREEMENT** made as of May 15, 2022 by and between Salam International, Salam Tower, Corniche Road, Doha Qatar (hereinafter called "Company") and JMH Group, Inc. located at 7910 Woodmont Ave., Suite 1020, Bethesda, MD 20814 (hereinafter called "JMH").

**WHEREAS**, Company exists as a publicly traded entity, clustered to four primary activities: Contracting and Trading, Retail and Distribution, Real Estate, and Investment. The company owns and manages a wide array of enterprises in these four key areas of activity across Qatar, The United Arab Emirates, Palestine, Saudi Arabia, Bahrain, Jordan and Lebanon.

**WHEREAS**, Company seeks to expand commercial opportunities on the new diplomatic designation of Major Non Nato Ally (MNNA) between Qatar and the United States.

**WHEREAS**, Company and JMH desire to enter into a relationship, whereby JMH will assist Company in market development in the areas hereinafter described, upon the terms and conditions hereinafter set forth; and

**WHEREAS**, JMH has the expertise and experience in the areas in which it is retained to perform services and represents that it is capable of accomplishing such services, and desires to perform such services for Company;

**Now therefore**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

**Section 1 - Services**

JMH shall perform the services commencing upon the execution of this Agreement described in the Statement of Work shown in Exhibit A, which is attached to and hereby made a part of this Agreement ("Services"). Additional or changed statements of work may be entered into from time to time by the parties, provided that such additions or changes shall be in writing, and agreed to by both parties. JMH shall perform the Services in coordination with persons as may be designated by the Company from time to time.

**Section 2 - No Conflict of Interest**

Both parties agree to immediately notify the other party of any actual or potential conflict of interest that may arise out of JMH performance under this agreement on behalf of Company. If a conflict of interest should arise, JMH agrees to endeavor to resolve such conflict as soon as possible. Should any conflict of interest not be resolved to the satisfaction of Company, JMH and Company have the right to terminate this agreement immediately upon written notice.



### **Section 3 - Term and Termination**

(a) Term: The Services shall be provided for five (5) months from the execution of this agreement and may be extended by mutual agreement during this initial period, unless or until, JMH or the Company terminates this agreement as set forth below or Company terminates this agreement with sixty (60) days written notice or as set forth below or provided in Section 2 above.

(b) Termination: Either party may terminate this Agreement in the event of a breach by the other of any provision of this Agreement (and the other party fails to cure the breach within 10 business days of written notice specifying the breach), or if the other becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors or admits in writing its failure to pay debts as they become due. In the event of a termination for default, the non-defaulting party shall be entitled to all direct damages incurred by it as a result of the default, as well as to any other rights and remedies available at law or in equity including reimbursement of reasonable attorney fees and costs incurred to enforce the terms of this Agreement.

(c) Post Termination: Upon termination of this Agreement and upon payment of any fees due JMH, JMH shall without additional cost to Company, return to Company in an orderly and expeditious manner, all work product, data, records, documentation, and other property belonging to Company or arising out of this agreement

### **Section 4 - Charges and Payment**

(a) In consideration of the performance of Services under this Agreement, Company shall pay JMH at the rates and in accordance with the schedule shown in Exhibit A, which is attached to and hereby incorporated as a part of this Agreement.

(b) All retainer invoices are payable with terms Net 10. Invoices for performance of the scope of work will be submitted in advance of services. A 2% surcharge will be added to invoices over 30 days in arrears and for every thirty (30) day period until cured. JMH retains the right to suspend work in the event invoices remain outstanding in excess of thirty (30) days.

### **Section 5 - Warranty**

JMH warrants that all Services performed and/or products delivered, as the case may be, under this Agreement will comply with the applicable statement of work or specifications and will be performed in accordance with industry practices and standards. Company expressly acknowledges and agrees that the execution of this Consulting Agreement does not constitute a commitment by JMH to underwrite a Transaction and does not ensure the success of a Transaction with a Third Party.

### **Section 6 - Non-Disclosure Agreement**

JMH agrees not to disclose information about Company and its operations, clients, or any other information, technology, or business practices that relates to their respective businesses that would be





deemed confidential, a trade secret, or other forms of proprietary information, except as required by law. Company agrees not to disclose information about JMH and its operations, clients, or any other information technology, or business practices that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

#### **Section 7 – Indemnification and Insurance**

JMH shall defend, indemnify, hold harmless and insure Company from any and all damages, expenses, or liability resulting from or arising out of negligence or misconduct by JMH.

Company shall defend, indemnify, hold harmless and insure JMH from any and all damages, expenses, or liability resulting from or arising out of negligence or misconduct by Company.

#### **Section 8 - Survival of Terms**

The provisions contained in sections 3, 4 and 7 of this Agreement shall survive the termination of this Agreement or any amendments or extensions hereof. In addition, the provisions of Exhibits A and B which, by their terms, are intended to survive the termination of this Agreement shall do so.

#### **Section 9 - Status of Parties**

JMH, and its employees who perform Services under this Agreement, shall be deemed at all times to be an independent contractor and, as such, during the term of this Agreement will not be eligible for any of Company or any affiliated Company's employee benefits, including but not limited to Group Insurance, separation or vacation pay, or participation in any pension or stock option plan, and Company shall not make deductions or withhold funds from compensation paid hereunder for the purpose of Social Security, Federal, State, or local income tax. Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between the parties during the term of this Agreement. JMH shall not act or be authorized to act as Company agent in any matter or make any representations on behalf of Company except as expressly authorized in writing by Company.

#### **Section 10 - Miscellaneous**

Notices: (1) All notices which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by courier such as Federal Express, or by facsimile, to the addresses set forth below.

If to Company:

Salam International  
Salam Tower  
Corniche Road  
Doha, Qatar

A



If to JMH:

Peter McElroy  
Chief Executive Officer  
JMH GROUP, INC.  
7910 Woodmont Ave  
Suite 1020  
Bethesda, MD 20814

(2) The parties may, by written notice, designate other physical addresses, electronic mail addresses and/or facsimile numbers for receipt of notices under this Agreement. Notwithstanding any other provision of this paragraph (a), if Company or JMHs address changes, this paragraph shall be deemed amended to reflect such address change.

(b) Assignment: This Agreement shall be binding upon and shall inure to the benefit of Company and its successors and assigns. For the purposes of this Agreement, "successors and assigns" of Company shall include any person, firm, corporation, or other entity which at any time, whether by merger, acquisition, purchase, or otherwise, shall acquire all or substantially all of the assets of Company.

(c) Standard Terms and Conditions: The parties acknowledge they have read and agreed to the Standard Terms and Conditions set forth in Exhibit B attached hereto and which are hereby incorporated by reference.

(d) Applicable Law: This Agreement shall be subject to the laws of the State of Michigan, without giving effect to the principles of conflict of laws thereof.

(e) Alternative Dispute Resolution: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by one (1) arbitrator in accordance with the rules of the American Arbitration Association. The parties also agree that any and all disputes between them shall be governed by Michigan law, and that the arbitrator shall apply Michigan, without regard to the choice of law rules of any jurisdiction where the arbitration may be conducted.

(f) Waiver and Severability:

(1) The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by either of the parties to this Agreement, whether prior or subsequent.

(2) If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed to be amended to the extent necessary to delete such provision.


(g) Headings: The section, paragraph, and subparagraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

(h) Force Majeure: Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or of any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party, provided, however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.

(i) Earlier Agreements Superseded: This agreement and Exhibits A and B represents the entire agreement between the parties and, as of the date first entered above, and supersedes any earlier agreements (whether written or verbal) between the parties as to the subject matter hereof.

**IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS CONSULTING AGREEMENT, AS OF THE DATE FIRST SET FORTH ABOVE**

**Salam International**

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
CEO  
\_\_\_\_\_  
Title

AbdulSalam Abu-Issa  
\_\_\_\_\_  
Name

May 15<sup>th</sup>, 2022  
\_\_\_\_\_  
Date

**JMH GROUP, INC.**

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Chief Executive Officer  
\_\_\_\_\_  
Title

Peter McElroy  
\_\_\_\_\_  
Name

May 1, 2022  
\_\_\_\_\_  
Date

**EXHIBIT A**

**I.) Statement of Work**

In consideration of the applicable fees described in Section III, JMH shall provide the following business services:

1. Develop and manage the engagement with the United States Congress, Departments of State, Defense, the Intelligence Community and other applicable Agencies with the intent to encourage investment in the identified areas of priority by Salam International.
2. In concert with an understanding of priorities within Qatar, along with legislative and budgetary efforts in Congress, JMH Group will work with the Departments of State, Defense and other applicable Agencies to streamline the ITAR and FMS procurement process.
3. Develop and manage the engagement of select cooperative research and development opportunities of US entities within Qatar.
4. As the initial priorities will be in the areas of cybersecurity, sensors and counter-terrorism, JMH Group will work as a clearinghouse to identify differentiating technologies that meet Qatar's requirements.
5. Identify potential teaming partners in the above mentioned areas as well as in Oil & Gas, Electro-Mechanical, Switchgear and other Power oriented industries.
6. As Salam International has a differentiating capability of providing management to companies that wish to do business inside of Qatar, as well as has an ability to invest in new and relevant technologies, JMH Group will work to identify and present those entities for consideration.
7. Search and qualify existing tenders that Salam International would be eligible to bid upon and present them for consideration.

**II.) Delivery**

The services outlined in this Agreement are provided by JMH in accordance with the below task plan developed by JMH prior to the onset of this agreement:

1. Identify targeted companies, tenders, government officials and legislative strategies in order to introduce Salam International's capabilities; JMH will work in concert with Salam International



in an effort to provide access for Salam personnel to educate on capabilities and introduce solutions and training as part of the sales process;

2. Work with Salam International to prioritize lines of effort based off of feedback from Qatar's MOI and other Government Procurement Ministries;
3. Identify targeted conferences, symposiums, forums and workshops in order to introduce Salam International in support of defined opportunities;
4. Introduce Salam International to targeted Congressional offices to best position and leverage opportunities to the benefit of Salam's visibility and development of sales channels;
5. Execution of "Hand Off" procedures following the appropriate access point meetings towards securing tenders and follow up, where Salam International will then take over the relationship to contract closure;
6. Gap analysis of capabilities and offerings to targeted partners and technologies ;
7. Lead the effort to identify and vet companies and technologies;
8. Assist in the development of focused materials and talking points for the targeted community;
9. Deconflict identified opportunities and targets;
10. Confirm and establish, as needed, appropriate government coding to help elevate visibility and ease of purchase by a government entity;
11. Identify, review and share with appropriate Salam International personnel Federally issued RFPs, RFQs, RFIs, (tenders) for consideration of pursuit;
12. Monthly Progress Reports provided with follow-on calls to discuss identified and pursuing "Lines of Effort," with strategic messaging, lessons learned and prioritization of decisions to be considered to support these efforts.

### **III.) Term and Compensation**

The initial term of this agreement is five months. In consideration of the above activities, JMH will be compensated as follows:

1. A monthly retainer of \$25,000.00 US Dollars.
2. Good faith agreement to incorporate a profit sharing or commission structure best suited to the business channel(s) identified through the period.
3. Coverage of specific and applicable business expenses incurred in the course of this agreement, subject to written pre-approval.



**EXHIBIT B**

**I.) Standard Terms and Conditions**

1. The Company agrees that JMH in rendering its services to the Company under this Engagement Agreement will rely entirely upon information supplied by the Company, publicly available information, and information obtained from any Third Parties for which JMH shall make no independent verification of any of such information. The Company shall promptly provide JMH with all relevant information about the Company (to the extent available to the Company) that shall be reasonably requested or required by JMH. The information furnished or made available by the Company to JMH shall be true, accurate, and correct in all material respects at the time furnished or made available and JMH shall not in any respect be responsible for the accuracy or correctness of, or have any obligation to verify, the same.
2. In rendering its services to the Company under this Consulting Agreement, JMH is not (a) assuming any responsibility for the Company's underlying business decision to effect any Transaction or for any economic, financial or other results which may be obtained or experienced by the Company as a result of JMH engagement under this Engagement Agreement or warranting the suitability or desirability of any Third Party with which Company consummates a Transaction.
3. The Company recognizes that in order for JMH to properly perform its obligations in a professional manner, it shall inform JMH of the names of all Third Parties in writing with whom the Company has had discussions or other contact or has received inquiries from concerning a Transaction prior to the date of this Agreement.
4. The Company acknowledges and agrees that any advice or opinion, oral or written, delivered to it by JMH or its representatives in connection with this Consulting Agreement is prepared solely for the confidential use of the Company and shall not be reproduced, summarized, or referred to in any public document or given or otherwise divulged to any other person, other than its officers and directors, its employees on a need to know basis, and its attorneys, accountants and financial advisors, without JMH 's prior written consent, except as may be required by applicable law or regulation, which consent shall not be unreasonably withheld or delayed. JMH will have no obligation to update any advice or opinion for any events or circumstances occurring after the date of any such advice or opinion.

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5. No fee payable by the Company to any other financial or business advisor or lender shall reduce or otherwise affect any Transaction Fee payable by the Company to JMH, unless previously agreed to in writing.
6. The Company acknowledges that upon consummation of a Transaction, JMH may, at its own expense, place an announcement in such newspapers and periodicals as it may choose, stating that JMH acted as an advisor to the Company in connection with such Transaction. All announcements subject to Company pre-approval of release form and content.
7. The Company represents and warrants that: (a) it has full right, power and authority to enter into this Consulting Agreement and to perform all of its obligations hereunder; (b) this Consulting Agreement has been duly authorized and executed and constitutes a valid and binding agreement of the Company, enforceable in accordance with its terms; and (c) the execution and delivery of this Consulting Agreement and the consummation of the transactions contemplated hereby does not conflict with or result in a breach of (i) the Company's certificate of incorporation or by-laws or (ii) any agreement to which the Company is a party or by which any of their property or assets is bound.
8. Nothing contained in this Consulting Agreement shall be construed to place JMH and the Company in the relationship of partners or joint ventures. Neither JMH nor the Company shall represent itself as the agent or legal representative of the other for any purpose whatsoever nor shall either have the power to obligate or bind the other in any manner whatsoever. JMH in performing its services hereunder shall at all times be an independent contractor and any duties arising out of its engagement shall be owed solely to the Company. It is understood that JMH's responsibility to the Company is solely contractual in nature and JMH does not owe the Company or any other person any fiduciary duty as a result of this Consulting Agreement.
9. The parties agree that JMH is a *bona fide* commercial selling agency employed by the Company in accordance with federal law. The parties agree as follows:
  - (a) that the fee paid to JMH by Company is not inequitable or exorbitant when compared to the services performed or to customary fees for similar services related to commercial business;
  - (b) that JMH has adequate knowledge of the Company's product and business, as well as other qualifications necessary to sell the products or services on their merits;
  - (c) that the Company and JMH have a continuing relationship [or, if this is a newly established relationship, contemplate future continuity];

(d) that JMH is a regular, and well-established business that has existed for fifteen years doing business as a commercial selling agency, business consultant, and government relations specialist; and

(e) that, under this agreement, JMH will represent the Company to identify opportunities with commercial, as well as government clients.

10. Any waiver by any party of a breach of any provision of this Consulting Agreement shall not operate as or be construed to be a waiver of any other provisions of this Consulting Agreement. The failure of a party to insist upon strict adherence to any term of this Consulting Agreement on one or more occasions shall not be construed or considered to be a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Consulting Agreement. Any waiver of a provision of this Consulting Agreement must be in writing executed by all of the parties hereto.